

10075-B

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION
712 Main Street
Houston, Texas 77002

MAR 10 1986 -2 05 PM

INTERSTATE COMMERCE COMMISSION

March 4, 1986

Secretary, Interstate
Commerce Commission
Washington, D.C. 20423

Date 3/10/86
Fee \$ 10.00

Ladies and Gentlemen:

CC Washington, D.C.

In accordance with the provisions of Section 11303 of Title 49, United States Code and Part 1177 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation an Amendment to Security Agreement with respect to railroad tank cars used or intended for use in connection with interstate commerce as follows:

Three (3) executed counterparts of an Amendment to Security Agreement, a secondary document, dated as of January 31, 1986, by and between Texas Commerce Bank National Association and John R. Ganther.

The primary document to which this is connected is recorded under Recordation No. 10075.

The address of the mortgagor, John R. Ganther, is 11935 Winwood, Houston, Texas 77024, and the address of the mortgagee, Texas Commerce Bank National Association, is 712 Main Street, Houston, Texas 77002.

A description of the equipment covered by the document follows:

One (1) 34,000 gallon nominal capacity tank car, DOT 105A300W, non-coiled and insulated, with 100-ton roller bearing trucks, formerly bearing the Registration Number LAMX 31 and currently bearing the Registration Number GLNX 331.

Also enclosed is our check in the amount of \$10.00 for payment of the recordation fee. Please return an original counterpart of the enclosed instrument, with filing data noted thereon, and all extra copies, to the undersigned officer in care of Texas Commerce Bank National Association at the above address. If you need additional information with regard to these instruments or this transaction, please

contact the undersigned. Thank you kindly for your attention to this matter.

A short summary of the document to appear in the index follows:

Amendment to Security Agreement with Recordation No. 10075, dated as of January 31, 1986, and covering one 34,000 gallon nominal capacity tank car, DOT 105A300W, non-coiled and insulated, with 100-ton roller bearing trucks, formerly bearing the Registration Number LAMX 31 and currently bearing the Registration Number GLNX 331.

Very truly yours,

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

By Greg P. Hemminger
Vice President D

Interstate Commerce Commission
Washington, D.C. 20423

3/10/86

OFFICE OF THE SECRETARY

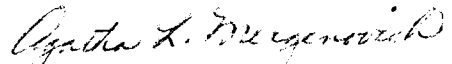
Greg P. Henington
Vice President
Texas Commerce Bank ,N.A.
712 Main Street
Houston, Texas 77002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/10/86 at 2:05pm and assigned re-
recording number(s).

10075-B

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

AMENDMENT TO
SECURITY AGREEMENT

10075-13
MAR 10 1986 -2 05 PM
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT TO SECURITY AGREEMENT (this "Amendment") is made as of January 31, 1986, between John R. Ganther (hereinafter called "Debtor") and Texas Commerce Bank National Association (hereinafter called "Secured Party").

Preliminary Statement. Debtor and Secured Party entered into that certain Security Agreement (the "Security Agreement") dated January 31, 1979, with respect to the Collateral described therein, securing that certain Note from Debtor in the principal amount of \$53,000.00, dated January 31, 1979. The Indebtedness, as defined in the Security Agreement, has been renewed and extended by that certain Note from Debtor in the principal amount of \$23,192.00, dated the date hereof. In order to describe such renewal and extension, and to more accurately describe the Collateral, the parties hereto have executed this Amendment.

Section 1. Section I of the Security Agreement is hereby amended to read in its entirety:

Debtor hereby grants to Secured Party a security interest in the Collateral described in Section II of this Security Agreement to secure performance and payment of all obligations of Debtor to Secured Party, including without limitation that certain note of Debtor dated January 31, 1979, in the original principal amount of FIFTY-THREE THOUSAND DOLLARS (\$53,000) and all renewals, extensions, refundings and modifications thereof, including without limitation that certain note of Debtor, dated as of January 31, 1986, in the original principal amount of TWENTY-THREE THOUSAND ONE HUNDRED NINETY-TWO DOLLARS (\$23,192) (hereinafter called the "Indebtedness").

Section 2. Section II of the Security Agreement is hereby amended to read in its entirety:

The collateral of this Security Agreement shall hereby be referred to as Equipment ("Equipment") as defined in this Section II or as the Collateral ("Collateral"):

Equipment shall mean one (1) 34,000 gallon nominal capacity tank car, DOT 105A300W, non-coiled and insulated, with 100-ton roller bearing trucks, formerly bearing the registration number LAMX 31 and currently bearing the

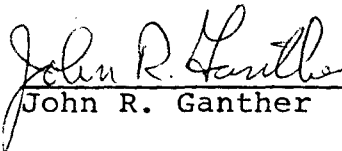
registration number GLNX 331. The Collateral shall include the Equipment and all additions and accessions thereto, and all right to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments now or hereafter to become payable under leases permitted hereby or with respect to such Equipment and all accounts, chattel paper, and general intangibles with respect thereto and proceeds thereof and all right, title and interest of Debtor in that certain Management Agreement by and between LAMCO, Inc., a Texas corporation, and Debtor dated as of December 7, 1978, which Management Agreement has been assigned by LAMCO, Inc. to GLNX Corporation pursuant to that certain Asset Purchase Agreement dated February 27, 1985, and effective as of March 1, 1985 (hereinafter referred to as the "Management Agreement"). References to LAMCO, Inc. herein shall be deemed to include GLNX Corporation. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Equipment in any manner not specifically authorized by this agreement.

Section 3. (a) Each reference in the Security Agreement to "this Security Agreement," "hereunder," "herein" or words of like import shall mean and be a reference to the Security Agreement as amended hereby.

(b) The Security Agreement, as amended by this Amendment, shall remain in full force and effect and is hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

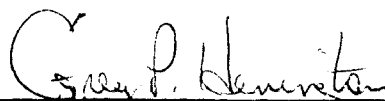
DEBTOR:


John R. Ganther

SECURED PARTY:

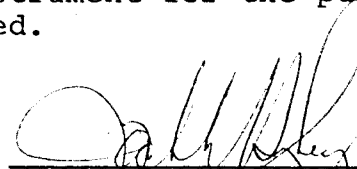
TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

BY:


VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 28 day of February, 1986, before me personally appeared John R. Ganther, to me known to be the person whose name is subscribed to the foregoing instrument and who executed the foregoing instrument for the purposes and consideration therein expressed.



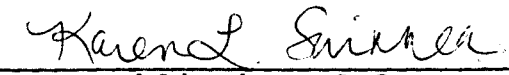
Notary Public in and for
Harris County, Texas

[Seal]

My commission expires JACK L. HUGHEY
Notary Public, State of Texas
My Commission Expires June 3, 1989

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 4 day of March, 1986, before me personally appeared Greg Knutson, to me personally known, who being by me duly sworn, says that he is a Vice President of Texas Commerce Bank National Association, that the foregoing instrument was signed by him on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed and was the free act and deed of said association.



Notary Public in and for
Harris County, Texas

[Seal]

My commission expires 6-17-89